

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

ALIZA VALDEZ, individually and on behalf  
of a class of similarly situated individuals,

*Plaintiff,*

v.

SPRINT SPECTRUM L.P., a Delaware limited  
partnership, SPRINT SOLUTIONS, INC., a  
Delaware corporation, NEXTEL  
COMMUNICATIONS OF THE MID-  
ATLANTIC, INC., a Delaware corporation,  
NEXTEL WEST CORP., a Delaware  
corporation, NEXTEL OF CALIFORNIA,  
INC., a Delaware corporation, NEXTEL OF  
TEXAS, INC., a Delaware corporation,  
NEXTEL SOUTH CORP., a Georgia  
corporation, and NEXTEL OF NEW YORK,  
INC., a Delaware corporation,

*Defendants.*

Case No. C 06 7587 SC

The Honorable Samuel Conti

**~~PROPOSED~~ FINAL JUDGMENT AND  
ORDER OF APPROVAL**

**FINAL JUDGMENT AND ORDER OF APPROVAL**

WHEREAS, this action having been filed in this Court as a class action ("the Lawsuit");

WHEREAS, the parties have entered into a Revised Class Action Settlement Agreement  
dated as of August 7, 2008 ("the Revised Settlement Agreement");

WHEREAS, Defendants deny that they have committed any wrongful acts or breached any  
duties as alleged in the Lawsuit, and the settlement of the Lawsuit does not constitute any such  
admission; and

WHEREAS, this matter having come before the Court for hearing, pursuant to the Order of  
this Court, dated May 8, 2009 ("the Preliminary Approval Order"), on the application of the  
parties for approval of the settlement set forth in the Revised Settlement Agreement, and due and  
adequate notice having been given to the Settlement Class defined below as required by the  
Preliminary Approval Order, the Court having considered all papers filed and proceedings herein  
and otherwise being fully informed in the premises, and good cause appearing therefore, it is

~~Proposed~~ Final Judgment and  
Order of Approval

Case No. C 06 7587 SC

1 ORDERED, ADJUDGED AND DECREED THAT:

2 1. Terms and phrases in this Order, such as the definition of "Sprint," shall have the  
3 same meaning as ascribed to them in the Revised Settlement Agreement.

4 2. This Court has jurisdiction over the subject matter of this Lawsuit and over all  
5 parties to this Lawsuit, including all Settlement Class Members.

6 3. This Court previously gave its preliminary approval to the Revised Settlement  
7 Agreement. The Court hereby gives its final approval to the settlement set forth in the Revised  
8 Settlement Agreement, finds that said Revised Settlement Agreement is, in all respects, fair,  
9 reasonable and adequate to, and in the best interests of, the Settlement Class, and hereby directs  
10 that it shall be effectuated in accordance with its terms. The Revised Settlement Agreement and  
11 every term and provision thereof shall be deemed incorporated herein as if explicitly set forth, and  
12 shall have the full force of an Order of this Court.

13 4. The notice of the settlement pursuant to the Preliminary Approval Order and the  
14 Revised Settlement Agreement was the best notice practicable under the circumstances, including  
15 individual notice to all members of the Settlement Class at their last address known to Sprint and  
16 the maintenance of a settlement website by the Claims Administrator. Said notice provided valid,  
17 due and sufficient notice of those proceedings and of the matters set forth therein, including the  
18 proposed settlement set forth in the Revised Settlement Agreement, to all persons entitled to such  
19 notice, and said notice fully satisfies the requirements of Rule 23 of the Federal Rules of Civil  
20 Procedure and of Due Process.

21 5. The Settlement Class shall consist of the following:

22 All Sprint wireless telephone subscribers in the nation from January  
23 1, 2005 through April 30, 2008, including any Sprint Subscribers who have  
24 or had cellular phones on either the CDMA or iDEN networks, who  
25 incurred charges as a result of Sprint's billing for products and services not  
authorized by the existing owner of the number, but, rather purportedly by a  
prior owner or user of the number.

26 Excluded from the Settlement Class are those persons who have submitted valid and timely  
27 requests for exclusion pursuant to the Preliminary Approval Order and the Class Notice sent to  
28

1 Settlement Class Members. There have been twenty-eight such persons. Annexed hereto as  
2 Appendix 1 is a schedule of all such persons excluded from the Settlement Class.

3 6. Subject to the terms and conditions of the Revised Settlement Agreement, this  
4 Court hereby dismisses the Lawsuit on the merits and with prejudice.

5 7. Upon the Settlement Effective Date, the Class Representative and each and every  
6 Settlement Class Member who has not timely filed a request to be excluded from the Settlement  
7 Class or who has rescinded a previous opt-out request pursuant to the Revised Settlement  
8 Agreement, their respective heirs, executors, administrators, representatives, agents, predecessors,  
9 successors, assigns, parent companies, subsidiaries, present and former officers, directors,  
10 principals, partners, employees, attorneys, accountants, controlled and controlling persons, and all  
11 affiliates of the foregoing, shall be deemed to have released and forever discharged Sprint of and  
12 from any and all manner of Claims, demands, debts, liabilities, actions, causes of action of every  
13 kind and nature, obligations, damages, losses, and costs, whether known or unknown, actual or  
14 potential, suspected or unsuspected, direct or indirect, contingent or fixed, that have been, could  
15 have been, or in the future might be asserted in this Lawsuit or in any other court or proceeding  
16 which relate in any way to the Disputed Charges, and shall be permanently barred and enjoined  
17 from the institution or prosecution, or from asserting, either directly or indirectly, derivatively, or  
18 representatively any Claims against Sprint, including but not limited to Claims specifically alleged  
19 in the complaint.

20 8. The Class Representative and all Settlement Class Members specifically waived  
21 and relinquished the provisions of Section 1542 of the California Code of Civil Procedure, which  
22 section reads:

23 A general release does not extend to claims which the creditor  
24 does not know or suspect to exist in his favor at the time of executing  
25 the release, which if known by him must have materially affected his  
26 settlement with the debtor.  
27  
28

1           9.       The Court approves the payment by Sprint of attorneys' fees and expenses in the  
2 amount of \$498,000.00. Such payment shall be sent by wire transfer to Class Counsel  
3 within thirty days of the date hereof and the receipt of complete wire transfer instructions.

4           10.       The Court approves the payment of \$1500.00 by Sprint to the class  
5 representative, Plaintiff Aliza Valdez, as an incentive award for taking on the risks of litigation  
6 and helping cause the results achieved to be made available to the Settlement Class, in accordance  
7 with the provisions of paragraph 31 of the Settlement Agreement. Such payment shall be sent by  
8 wire transfer to Class Counsel within thirty days of the date hereof and the receipt of complete  
9 wire transfer instructions.

10          11.       For a period of thirty-six months from the date hereof, Sprint is directed and  
11 ordered to take the actions described in Paragraphs 27-29 of the Revised Settlement Agreement.

12          12.       In accordance with the provisions of ¶¶ 13-15 of the Revised Settlement  
13 Agreement, the difference between the amount of the total claims ultimately filed and approved  
14 and one million dollars (\$1,000,000) (the "Remaining Funds") shall be distributed by Sprint *cy*  
15 *pres* in the form of calling cards to the Operation Uplink Program of the Veterans Of Foreign  
16 Wars. The Court finds that such disposition is appropriate and gives its final approval to such  
17 distribution.

18          13.       The parties shall bear their own costs and attorneys' fees, except as otherwise  
19 provided in the Revised Settlement Agreement and this Order.

20          14.       This Court hereby directs the entry of this Final Judgment and Order of Approval  
21 based upon the Court's finding that there is no just reason for delay of enforcement or appeal of  
22 this Final Judgment and Order of Approval notwithstanding the Court's retention of jurisdiction to  
23 oversee implementation and enforcement of the Revised Settlement Agreement.

24          15.       This Final Judgment and Order of Approval, the Revised Settlement Agreement,  
25 the settlement which it reflects, and any and all acts, statements, documents, or proceedings  
26 relating to the Revised Settlement Agreement are not, and shall not be construed as, or used as an  
27  
28

1 admission by or against Sprint of any fault, wrongdoing, or liability on its part, or of the validity of  
2 any Claim or of the existence or amount of damages.

3 16. Without affecting the finality of this Judgment in any way, this Court hereby  
4 retains continuing jurisdiction over, inter alia, (a) implementation, enforcement, and  
5 administration of the Revised Settlement Agreement, including any releases in connection  
6 therewith; (b) resolution of any disputes concerning class membership or entitlement to benefits  
7 under the terms of the Revised Settlement Agreement; and (c) all parties hereto, for the purpose of  
8 enforcing and administering the Revised Settlement Agreement and the Lawsuit until each and  
9 every act agreed to be performed by the parties has been performed pursuant to the Revised  
10 Settlement Agreement.

11  
12 Dated: September 11, 2009

By:

  
\_\_\_\_\_  
Hon. Samuel Conti  
UNITED STATES DISTRICT JUDGE

**APPENDIX 1 TO FINAL JUDGMENT AND ORDER OF APPROVAL****PERSONS EXCLUDED FROM THE SETTLEMENT CLASS**

<b>Claim ID</b>	<b>Name</b>	<b>State</b>
SPNT110006605	Advanced Medical Imaging, Ft. Collins Radiologic (Becky Thompson)	CO
SPNT110021175	Flint Hills Resources Koch Companies, Inc. (Travis A. Pearson)	KS
SPNT110011587	Koch Industries/Corp. I-Z (Richard D. Winston, Jr.)	KS
SPNT110013083	One Power, LLC (Christine Dreiling)	KS
SPNT110082786	IDC Construction, LLC (Natalie Crain)	GA
SPNT110095209	Ana D. Aguirre	TX
SPNT110146393	Scott & Melissa Baucum	MO
SPNT110175407	Richard K. Braud	TX
SPNT110217827	Kalena Castillo	TX
SPNT110243445	Karyn Cole	GA
SPNT110272798	Kathy Daniel	TX
SPNT110317406	Cory Ebrom	TX
SPNT110373713	Lubertina Garcia	NY
SPNT110402144	Barbara Gorgius	IL
SPNT1-1040790	Pamela Greene	GA

1	SPNT110453326	Helen Hinkel	PA
2	SPNT110463771	Roderick Hubert	FL
3	SPNT110643974	Pamela Mercer	DC
4	SPNT110668675	Robert Morales	NY
5	SPNT110700358	Berhanu E. Ofgaa	OH
6	SPNT110709320	Jose A. Ortiz Lazaro	CA
7	SPNT110049576	Damon Osipik	KS
8	SPNT110842055	Jeanna Scanland	MI
9	SPNT1-1089369	Philip Stotts	CA
10	SPNT110897631	Lonnie J. Sumrall	CA
11	SPNT110934448	Kaibah S. Tsosie	AZ
12	SPNT110938575	Chris & Kristy Umfleet	NC
13	SPNT111009438	Laura Zielnicki-Peak	FL

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28